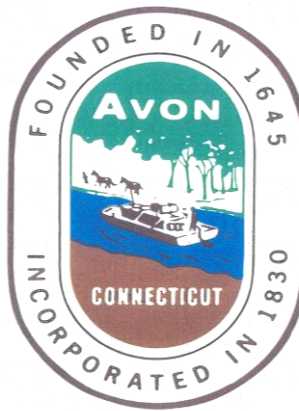


Town of Avon

Comprehensive Personnel Plan

Part I – Personnel Rules



Department of

Human Resources

Approved by Town Council April 2001
Revised October 2005
Revised September 2013

TOWN OF AVON'S COMPREHENSIVE PERSONNEL PLAN

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INTRODUCTION

INTRODUCTION

The Town of Avon Comprehensive Personnel Plan is prepared by the Town Manager and adopted by resolution of the Avon Town Council in accordance with the Town Charter. It includes three parts: PART I, the Personnel Rules, which includes the personnel regulations governing Town Employees to the extent they are not otherwise subject to a collective bargaining agreement or an appointment letter; PART II, the Classification and Pay Plan, composed of job classifications, descriptions and a pay plan; and PART III, the Town's Affirmative Action Plan.

Revision. The Comprehensive Personnel Plan is a dynamic document, subject to periodic revision by the Town Council, as may be in the best interest of the Town.

Application. The provisions of the Comprehensive Personnel Plan apply to all persons appointed to the positions within the Town Service, with the following exceptions:

1. Elected officials and persons appointed to fill vacancies in elective offices;
2. Appointed members of Town Boards, Commissions, and Committees;
3. Volunteers;
4. The Town Manager, unless there are ordinances, contracts or appointment letters to the contrary;
5. The Town Treasurer and Town Attorney.
6. Board of Education employees, unless the Board of Education directs otherwise; and
7. Members of collective bargaining units recognized by the Town are governed by the provisions in this Plan only to the extent the Plan is not in conflict with the terms of their respective collective bargaining agreements.

Responsibility. It is each employee's responsibility to become familiar with the provisions of the Comprehensive Personnel Plan.

Severability. If any provision of the Comprehensive Personnel Plan is found or held invalid, the validity of other provisions of the Plan shall remain unaffected.

Personnel Policy.

It is the declared personnel policy of the Town of Avon that: Employment in Town Service shall be based on merit and fitness, free of unlawful discrimination and personal or political considerations;

Just and equitable incentives and conditions of employment that promote the efficient operation of the Town government shall be established and maintained; and

Consideration shall be given to the rights and interests of employees consistent with the best interests of the public and the Town.

Equal Employment Opportunity.

The Town of Avon is committed to developing its professional and supportive staff to best meet the needs of the public and the objectives of the organization. Employment and advancement are based on merit, ability, training, experience, work habits, and teamwork.

The Town will provide equal employment opportunities to all qualified individuals without regard to race, color, national origin, religion, age, gender, sexual orientation, learning disability, physical or mental disability, pregnancy, marital status, or any other criteria protected by law.

COMPREHENSIVE PERSONNEL PLAN

PART 1: PERSONNEL RULES

PART I: PERSONNEL RULES

At Will. Unless subject to a collective bargaining agreement or other contract of employment, or unless otherwise defined by applicable law, any employment relationship with the Town of Avon is of an “at will” nature, which means that the Employee may resign at any time and the Employer may discharge the Employee at any time with or without cause. It is further understood that this “at will” employment relationship may not be changed by any written document or by contract unless such change is specifically acknowledged in writing by the Town Manager.

Disclaimer. Given that circumstances may arise requiring changes in the policies, practices, and benefits described herein, unless otherwise restricted, the Town reserves the right to amend, delete, and/or add to the contents as it deems appropriate.

These policies do not constitute an implied or express contract of employment.

Unless subject to a collective bargaining agreement or a written employment agreement, all employees are employees’ at-will.

Intent. It is the intent of the Personnel Rules to outline procedures, policies and standards for the conduct of employees of the Town of Avon. Public employees should be dedicated to the ideals of the democratic process and discharge their duties in an ethical, courteous and unrepachable fashion.

The Personnel Rules are designed to be the foundation of the Town’s Personnel Policies, to define clearly what is expected of employees, and to assure equal implementation of personnel procedures.

The Personnel Rules have been divided into twelve chapters for ease of understanding. The document shall be viewed in its entirety for interpretation purposes. The chapters are:

1. Administration
2. Filling Vacancies
3. Personnel Files
4. Hours of Employment
5. Compensation
6. Expense Allowances
7. Benefits
8. Leave
9. Conduct of Employees
10. Disciplinary Actions
11. Separations
12. Grievances and Appeals

CHAPTER 1

ADMINISTRATION

CHAPTER 1: ADMINISTRATION

- 1-1 **Definitions.** Unless otherwise defined herein, all capitalized terms used herein shall have the meaning set forth in the Avon Town Charter.
- 1-2 **Administration of Plan.** With the exception of those actions reserved herein or by the Avon Town Charter to the Town Council, the Town Manager shall have the duties and powers to administer and enforce the Personnel Rules.
- 1-3 **Delegation of Authority.** The Town Manager may delegate to other employees the authority to take personnel actions that these rules reserve for him or her, or for which these rules do not specify a responsible employee.
- 1-4 **Supplemental Regulations.** The Town Manager and department and division heads, with the approval of the Town Manager, may establish supplemental regulations and policies as may be necessary for the effective implementation of these rules.

CHAPTER 2

FILLING VACANCIES

CHAPTER 2: FILLING VACANCIES

2-1 **Vacancies.** A position vacancy may occur in town service through death, disability, dismissal, inability to perform work required, reassignment (including, but not limited to promotion or demotion, whether voluntary or involuntary), suspension, resignation, retirement, reorganization, or other actions of the Town or the employee, whether voluntary or involuntary. The Town of Avon reserves the right to determine whether, and under what conditions, the position vacancy may be filled. There are generally three types of vacancies:

- a. **Vacancies Not to be Filled.** In the event that the Town Manager or department or division head, with the approval of the Town Manager, determines that a position vacancy should not be filled, then no vacancy announcement shall be made to Town employees or the public.
- b. **Vacancies to be Filled by Town Employees.** In the event that the Town Manager or department or division head, with the approval of the Town Manager, determines that a position vacancy should be filled, an announcement concerning such vacancy may be made to all persons then in Town Service as Regular employees. The vacancy announcement shall provide Town employees with a prescribed time period in which to apply for the vacancy. If the Town Manager or department or division head, with the approval of the Town Manager, determines that, within the prescribed time period, less than three Regular Town employees that are qualified to be considered for the vacancy have applied to fill the position vacancy, then the position vacancy may be announced to the public. Said vacancies, however, may be filled in accordance with Section 2-7a regardless of the number of applicants.
- c. **Vacancies to be Filled by the Public.** Position vacancies that are announced to the public will be done in such a manner as to attract a well-qualified applicant pool which, to the extent reasonably practicable, will include a proportion of minorities and females similar to that which is found in the local labor market area as that area is defined in the Town's Affirmative Action Plan. Recruitment sources, including the media and community organizations, may be utilized.

2-2 **Selection.** Appointments shall be made on the basis of merit and fitness and, except for considerations regarding bona fide occupational qualifications, without any discrimination against any individual because of that individual's race, color, religious creed, national origin, sex, age, marital status, physical disability, pregnancy, mental disorder, mental retardation, learning disability, sexual orientation, or other legally protected classification.

Factors used to evaluate candidates shall include, but not be limited, to the following: (1) the candidate's personal history and background, including education and experience; (2) references; (3) personal interviews; (4) competitive examination results; and, (5) in the case of present or former Town employees, evaluations of the candidate's job performance and an assessment of the knowledge and skill acquired on the job, as well as any other pertinent information that would assist the Town in the evaluation of the applicant.

- a. **Applications.** All applicants for Regular positions shall detail their personal histories and background, including their education, training, experience, and references on a resume and/or employment application, as may be prescribed by the Town. The employment application shall gather information necessary to determine the applicant's fitness for the position.

- b. **Examination.** Examinations shall be used to assist in determining appointments to the Town Service. Examinations may be oral, written, polygraphic (to the extent permissible by applicable law), evaluations of performance, or any combination of these, and shall relate to the duties of the position to be filled. Once a position has been offered to an applicant, a medical or psychiatric examination may be required.
- c. **Physical Examinations.** Persons offered positions requiring physical fitness, may be required to pass a physical examination provided and paid for by the Town prior to an appointment being made. In exceptional cases, the employee may commence work prior to the examination, provided that continued employment is made subject to passing the physical examination. Such Town employees may periodically be required to pass a physical examination to ensure their continued fitness for duty.
- d. **Drug Free Workplace.** All individuals to whom Conditional Offers of Employment are extended must successfully pass a pre-hire drug screening. Employees hired in positions requiring a commercial driver's license (CDL) will be subject to on-going testing as described in the Town's Alcohol and Controlled Substance Testing Policy.

2-3 **Appointments.** Appointments to Town Service shall be made by the appropriate appointing authority in accordance with the applicable provisions of the Connecticut General Statutes and the Town Charter.

a. **Categories of Employees.**

- 1. **Classified/Non-Exempt:** Any employee who is not employed in a bona fide executive, administrative, or professional capacity and whose employment is subject to the minimum wage and overtime compensation provisions of the Federal Fair Labor Standards Act and/or the Connecticut Wage and Hour Law.
- 2. **Unclassified/Exempt:** Any employee employed in a bona fide executive, administrative, or professional capacity by the Town and whose employment is exempt from the minimum wage and overtime compensation provisions of the Federal Fair Labor Standards Act and/or the Connecticut Wage and Hour Law.
- 3. **Organized:** Any employee, whether Classified/Non-Exempt or Unclassified/Exempt, who is a member of a collective bargaining unit recognized by the Town.
- 4. **Non-Organized:** Any employee, whether Classified/Non-Exempt or Unclassified/Exempt, who is not a member of a collective bargaining unit recognized by the Town.

b. **Regular Employees.**

- 1. **Definition:** Regular employees may be either Classified/Non-Exempt or Unclassified/Exempt, employed on a Full-Time or Part-Time basis, and may be appointed to Town Service either on a continuing basis for an indefinite length of service, or for a fixed term greater than six months in the aggregate.
- 2. **Regular Full-Time:** Regular Full-Time employees are scheduled to work at least thirty-seven and one-half (37½) hours per week unless an ordinance or the Town Manager designates at least forty (40) hours per week.

Only Regular Full-Time employees working thirty-seven and one-half (37½) hour per week or more will be eligible for the leave and other benefits set forth in Chapters 7 and 8 of these Personnel Rules.

3. **Regular Part-Time:** Regular Part-Time employees are scheduled to work less than thirty-seven and one-half (37½) hours per week or, in the case of certain Police and Public Works employees, as designated by the Town Manager, less than forty (40) hours per week.

Regular Part-Time employees are not eligible for any of the leave and other benefits provided in Chapters 7 and 8 of these Personnel Rules, except as otherwise provided by law.

c. **Temporary Employees.**

1. **Definition:** Temporary employees may be either Classified/Non-Exempt or Unclassified/Exempt, Full-Time or Part-Time persons who are appointed to Town Service for a fixed term less than six months in the aggregate. Temporary employees are not eligible for any of the leave and other benefits provided in Chapters 7 and 8 of these Personnel Rules.
2. **Temporary Full-Time:** Temporary Full-Time employees are scheduled to work at least thirty seven and one-half (37½) hours per week or, in the case of certain Police and Public Works Department employees, as designated by the Town Manager, at least forty (40) hours per week.
3. **Temporary Part-Time:** Temporary Part-Time employees are scheduled to work less than thirty seven and one-half (37½) hours per week, or in the case of certain Police and Public Works Department employees, as designated by the Town Manager, less than forty (40) hours per week.

2-4 **Probation.** All appointees to Regular or Temporary Classified/Non-Exempt or Unclassified/Exempt Town positions, shall be on probation for a period specified by the Town Manager or the employee's department or division head, with the approval of the Town Manager, which period shall not be less than twelve months, except those appointed through reassignment, whose probationary period should not be less than six months. During such probationary period, the employee's ability to meet the work standards applicable to the new position shall be evaluated periodically and prior to the end of the specified probationary period, the employee's department or division head shall evaluate the employee's performance and recommend to the Town Manager either that the employee be retained in the position, dismissed from the position, or that the probationary period be extended for an additional specified period. Retention in the position shall be recommended if the employee has successfully completed the probationary period. Dismissal shall be recommended if the employee's performance does not meet the work standards applicable to the position. An extended probationary period may be recommended when, although the employee's performance is below the work standards applicable to the position, the department or division head believes that the employee has the potential to meet the applicable work standards within such additional probationary period. Successful completion of an employee's probationary period does not alter the employee's at-will status.

2-5 **Nepotism.** A person who is related to a Town employee in a relationship closer than first cousin, including spouses and in-laws, shall not be employed in, or reassigned to a Regular position that would cause either such person or the Town employee to whom the person is related to have any direct or indirect supervisory authority over the other. No person who is related to a member of

the Town Council in a relationship closer than first cousin, including spouses and in-laws, shall be appointed to a Regular position in the Town Service over which the Town Council has either direct, exclusive appointive authority or shared, concurrent appointive authority with another appointive authority of the Town. The foregoing provisions shall not apply to Temporary employees.

In the event that two Town employees who are employed in the same department are or become married and one of the spouses is in a supervisory position over the other, then one of the employees shall be required to transfer to another department, or transfer to another position over which the employee's spouse has no supervisory role, not later than six months following the marriage. In the event that there is no vacancy in any other department or position that is suitable for one of the employees and over which the employee's spouse has no supervisory role, and no transfer and reassignment is made within six months of the marriage, then one of the employees shall be discharged from Town Service upon the expiration of such six month period.

2-6 **Re-employment.** A person whose service with the Town was terminated in good standing may be appointed to a position vacancy that is announced to the public under Section 2-1c of these Personnel Rules. At the Town Manager's discretion, benefits and leave accruals shall begin to accrue from the date of re-employment without any credit for any such benefits accrued during his or her period of prior employment with the Town. Re-employed persons must serve the probationary period provided under Section 2-4 hereof.

2-7 **Reassignment.** A Town employee may be appointed to fill vacant positions in Town Service through promotion, demotion, or transfer. Reassigned employees must serve the probationary period provided under Section 2-4 hereof.

a. **Promotion.** An employee may be promoted to a position of a higher grade than the position held by such employee when that employee is judged by the appropriate appointing authority to be the best qualified candidate for the position. In the event of such a promotion, the procedures specified under Section 2-1b need not be followed.

b. **Demotion.** An employee may be transferred to another position of a lower grade than the position held by such employee for the following reasons:

1. When the employee requests such a move and is selected to fill the position.
2. When the employee is not rendering satisfactory service in the position presently held.
3. To avoid a layoff which would result from the reclassification or abolition of a Town position.
4. For disciplinary reasons. (See Chapter 10, Section 10-3d)

c. **Transfers.** An employee may be transferred to another position of the same grade as the position held by such employee for the following reasons:

1. When the employee requests such a move and is selected to fill the position.
2. When the employee is not rendering satisfactory service in the position held by the employee.
3. To avoid a layoff which would result from the reclassification or abolition of a Town position.

4. When such transfer is in the best interests of the Town, as determined by the Town Manager.

d. **Temporary Reassignment.**

1. A Town employee who is employed in a Regular or Temporary position may be required, on a temporary basis, to fill a vacant position of a higher, lower, or equal grade than the position occupied by such employee prior to such temporary reassignment until the employee originally occupying the position returns from a leave of absence, or a permanent replacement is appointed to the position.
2. An employee may be temporarily demoted to a position of a lower grade than the position held by such employee as a disciplinary action. (See Chapter 5, Section 5-2d.2 and Chapter 10, Section 10-3d.)

3. **Maternity Policy.**

- I. Consistent with any legal obligations, the Town of Avon shall make a reasonable effort to transfer a pregnant employee to any suitable temporary position at any time the employee's physician or the Town believes the employee's condition may create a risk of injury to the employee or her fetus. Such transfer will be made provided that the employee is qualified to hold such temporary position, said position is vacant, and the employee's physician determines that said position will not create a risk of injury to the employee or her fetus. The Town, however, is not obligated to create a temporary position.
- II. A pregnant employee must request reassignment or leave in writing. Employees are strongly encouraged to provide written notice of their pregnancy to their Department/Division Head at the earliest possible time.
- III. Subject to the Town's approval, a pregnant employee eligible for transfer under Paragraph I above shall have the option of taking an unpaid leave in lieu of reassignment. Unpaid leave shall be granted in accordance with the provisions of the Family and Medical Leave Act of 1993, and the Town's Personnel Rules regarding Discretionary Leave.
- IV. Under ordinary circumstances, the Town will defer to the judgment of the pregnant employee's physician. However, the Town reserves the right to consult with a physician of its choice in order to determine the suitability of any position or the need for a temporary reassignment.

- e. **Benefits and Leave Accruals.** The leave and other benefits accrued by Regular employees in accordance with Chapters 7 and 8 of these Personnel Rules continue to accrue without interruption during a period of reassignment.

2-8 **Affirmative Action.** Regular positions that become vacant shall be filled in accordance with the aforementioned hiring procedures and such other procedures as may be specified by the Town of Avon Affirmative Action Plan (Part III of the Comprehensive Personnel Plan). Hiring data shall be maintained, as directed by the Affirmative Action Plan.

CHAPTER 3

PERSONNEL FILES

CHAPTER 3: PERSONNEL FILES

3-1 **Contents.**

- a. The Town Manager, or the Town Manager's designated representative, shall maintain, or cause to be maintained, personnel files for all persons employed by the Town. Such files shall include:
 1. Papers, documents, reports, etc. used to determine the employee's eligibility for employment, reassignment, separation, compensation or discipline.
 2. Orientation Checklist.
 3. Personnel Action Forms, records of reassignments, and changes in compensation.
 4. Attendance and Leave Records.
 5. Records of training or education received.
 6. Performance Evaluation Reports.
 7. Records of disciplinary action taken.
 8. Notification of employment outside of the Town Service.
 9. Termination Notice and Exit Interview Form.
 10. Other pertinent information such as awards, letters of appreciation or publications.
- b. The following items will be maintained separately from the personnel files:
 1. Medical Records.
 2. Confidential references and recommendations.
 3. Test information which, if disclosed, would affect the validity of the examination.
 4. Documents developed for use in civil or criminal proceedings.
 5. Memoranda, documents and other information relating to the investigation of losses, misconduct and crimes, so long as this information is not used to determine an employee's eligibility for employment, reassignment, separation, compensation, or discipline.

3-2 **Confidentiality.** No individually identifiable information maintained by the Town Manager, or the Town Manager's designated representative, shall be disclosed without the permission of the employee, except as otherwise provided by law.

3-3 **Medical Records.** The Town Manager, or the Town Manager's designated representative shall maintain separately from the Personnel files, medical records for each employee, which shall include papers, documents, reports, etc., prepared by physicians, psychiatrists, or psychologists, which are work related or were used by the Town to make an employment decision.

3-4 **Inspection.**

- a. **Personnel Files.** Upon request, employees may inspect their personnel file. Generally, Town employees may not inspect their personnel files more than twice each year. Inspection shall take place in the presence of a designated Town official.

- b. **Medical Records.** An employee's medical records may be inspected not more than twice a year either by a physician chosen by such employee or by a physician chosen by the Town Manager or the Town Manager's designated representative with such employee's consent, provided that the Town employee submits a written request for such inspection to the Town. Such inspection to take place in the presence of a designated Town official.

CHAPTER 4

HOURS OF EMPLOYMENT

CHAPTER 4: HOURS OF EMPLOYMENT

- 4-1 **Regular Full-Time Employees.** All Regular Full-Time employees, except those employed in the Library, Police bargaining unit members, and Public Works Department bargaining unit members and foreman, shall work the following hours:

Normal Work Week = 7.5 hours; Monday through Friday. Total 37.5 hours
Hours Per Day = 7.5 hours; from 8:30 a.m. to 4:30 p.m., with a 30 minute unpaid break for lunch.

Summer Hours = 8.25 hours Monday through Thursday from 8:00 a.m. to 4:45 p.m. with a 30 minute unpaid break for lunch and 4.5 hours on Friday from 8:00 a.m. to 12:30 p.m. without a lunch break; 37.5 hours per week

At the discretion of the Town Council, the work week may be changed to reflect different hours.

- a. **Library Employees.** The normal work week for Regular Full-Time library employees shall be thirty-seven and one-half (37½) hours. The schedule of days worked each week and the hours worked per day shall be established by the Library Board of Directors to staff the Library during the hours it is open to the public.
 - b. **Public Works Department.** Regular Organized Full-Time employees in the Public Works Department shall have a normal work week of forty (40) hours. Regular Non-Organized Full-Time employees shall have a normal work week of either thirty-seven and one-half (37½) hours or forty (40) hours, as determined by the Director of Public Works, with approval of the Town Manager. The days worked each week and the hours worked each day by Organized and Non-Organized Regular Full-Time employees shall be determined by the Director of Public Works, with the approval of the Town Manager.
 - c. **Police Department.** Regular Organized Full-Time employees in the Police Department shall work an average of forty (40) hours per week in accordance with the tours of duty established by the employment contract entered into between the Town and their collective bargaining unit. Regular Non-Organized Full-Time employees in the Police Department shall work thirty-seven and one-half (37½) hours as determined by the Chief of Police, with the approval of the Town Manager. The days worked each week and the hours worked each day by Organized and Non-Organized Regular Full-Time employees shall be determined by the Chief of Police, with the approval of the Town Manager.
 - d. **Avon Fire Department:** Regular Full-Time employees assigned to assist the Avon Volunteer Fire Department shall work thirty-seven and one-half (37½) hours in a work week, as determined by the Fire Chief with the approval of the Town Manager.
- 4-2 **Regular Part-Time Employees.** The length of the normal work week, the days worked each week, and the hours worked each day for Regular Part-Time employees shall be determined by each such employee's department or division head, with the Town Manager's approval.
- 4-3 **Temporary Employees.** The length of the normal work week, the days worked each week, and the hours worked each day for Temporary employees shall be determined by each such employee's department or division head, with the Town Manager's approval.

- 4-4 **Rest Breaks.** Town employees shall be entitled to take paid rest breaks at the discretion of their department or division heads. As the work load permits, department and division heads shall grant one paid rest break for approximately every four hours worked continuously, to be taken during, not after, the hours worked. Such breaks shall not exceed ten minutes in length.
- 4-5 **Meal Periods.** Each and every Temporary or Regular Full-Time Classified/Non-Exempt Town employee will be given, for every work day consisting of at least seven and one-half (7½) hours, an uninterrupted unpaid thirty (30) minute meal period.

CHAPTER 5

COMPENSATION

CHAPTER 5: COMPENSATION

5-1 **Regular Salary.** Compensation is made to Avon Town employees in accordance with the Classification & Pay Plan, which is Part II of the Personnel Plan. Positions are Classified/Non-Exempt and compensated on a uniform basis such that positions with similar duties and responsibilities are similarly Classified/Non-Exempt and compensated.

- a. **Pay Periods/Payday.** Pay periods are two weeks long and begin at 12:00 a.m. Sunday and end on the second consecutive Saturday thereafter at 12:00 a.m., except for Police, whose pay period begins on Monday and ends on the second consecutive Sunday. Payday is the Thursday following the end of each pay period. If the Town Hall is closed on payday, employees shall be paid the first day immediately preceding the regular payday upon which the Town Hall is open.
- b. **Direct Deposit.** As of April 5, 2001, all newly hired employees shall be paid by direct deposit.

5-2 **Pay Ranges.** Employee pay ranges for Classified/Non-Exempt and Unclassified/Exempt employees are described as follows:

- a. **Classified /Non-Exempt Employees.** Classified/Non-Exempt Employees shall be compensated in accordance with the pay range established for their position. Each pay range is divided into five incremental steps.
- b. **Unclassified/Exempt Employees.** Unclassified/Exempt Employees shall be compensated in accordance with the pay range established for their position. Unclassified/Exempt pay ranges do not contain predetermined incremental steps.
- c. **New Hires.** A person who is employed to fill a position vacancy is generally compensated at the minimum rate in the pay range established for said position. Notwithstanding the foregoing, a person may be compensated at a higher rate within the pay range established for the position if the Town Manager judges it to be in the best interests of the Town and believes such pay range to be appropriate based upon the applicant's qualifications and experience.
- d. **Reassignments.** A Town employee who is promoted, demoted or transferred from one position to another shall be compensated from and after the date of such reassignment at a rate determined by the provisions set forth below.
 1. **Promotions:** When a Classified/Non-Exempt Employee is promoted from one position to another, the employee's pay generally shall be set at the lowest rate of the pay range established for such new position that will afford the employee an increase in the compensation paid for such prior position that is equal to an increment of at least one full step in the compensation paid for the prior position. When an Unclassified/Exempt Employee is promoted from one position to another, the employee's compensation generally shall be set at the lowest rate of the pay range established for such new position that will afford the employee an increase in the compensation paid for the prior position that is equal to at least two percent (2%) of the compensation paid for such prior position.
 2. **Demotions (Disciplinary):** When a Classified/Non-Exempt Employee is demoted for disciplinary reasons from one position to another, the employee's compensation generally shall be set at a rate in the pay range established for such new position which will result in a decrease in the compensation paid to the employee for the prior position of at least a minimum of one step from the level paid for such prior position.

When an Unclassified/Exempt employee is demoted for disciplinary reasons from one position to another, the employee's compensation generally shall be set at a rate of pay in the pay range established for such new position that results in a decrease in the compensation paid to the employee for the prior position which is equal to at least two percent (2%) of the compensation paid for such prior position.

3. **Demotions (Non-Disciplinary):** If any employee, Classified/Non-Exempt or Unclassified/Exempt, is demoted for non-disciplinary reasons, his or her pay shall be adjusted only if the pay received by the employee prior to demotion exceeds the maximum rate of pay established under the pay range of the new position. In that case, the employee's compensation shall be reduced to the rate of pay permitted within the range for such new position which is equal to or most closely approximates the pay received by the employee in the position held prior to demotion.
4. **Transfers:** A Classified/Non-Exempt and Unclassified/Exempt employee who is transferred to a new position, which has the same pay range as the prior position, shall be paid at the same rate as he or she received from his or her prior position. Otherwise, the employee shall be paid a rate within the range of the new position that is closest to the employee's prior rate of pay.
5. **Reassignment Duration:** In the event that a Classified/Non-Exempt or Unclassified/Exempt employee is temporarily reassigned for either non-disciplinary or promotional reasons to a position with a higher or lower pay range than that established for his or her prior position, the compensation for such employee shall not be adjusted as described above for the duration of such reassignment unless the reassignment is for a period of at least thirty (30) continuous days. The increased rate of pay shall not be retroactive but shall commence on the thirty-first (31st) day of the reassignment. For the purposes of calculating the thirty (30) days, leave time is not counted. The thirty (30) days is actual days worked. In the event that a Classified/Non-Exempt or Unclassified/Exempt employee is demoted for disciplinary reasons, the employee's pay may be decreased as described above regardless of the period of demotion.
 - a. Temporary reassignment from one position to another, within or outside the employee's normal work station, exceeding thirty (30) days, does not constitute a promotional reassignment unless the employee is qualified to perform the job assignment without training as determined by the Town Manager.
- e. **Pay Anniversary Date.** An employee's pay anniversary date means the date on which the employee commences employment in a Regular position with the Town. If an employee is promoted or demoted, in a situation other than a temporary reassignment, then the date on which such promotion or demotion is effective shall constitute the employee's pay anniversary date. If an employee leaves Town Service and is later re-employed by the Town, then the date on which the re-employment is effective shall constitute the employee's pay anniversary date. An employee's pay anniversary date is adjusted for absences which constitute breaks in continuous service as defined in Chapter 8 of these Personnel Rules.

5-3 **Compensation Adjustments.**

- a. **Merit Increases for Regular Employees.** Provided that a Regular employee has fulfilled the duties and obligations required of his or her position in a manner satisfactory to the department or division head supervising such Regular employee, and the budgetary

limitations of the Town permit, the pay of a Regular employee may be increased as follows:

1. **Classified/Non-Exempt Employees:** The pay of a Regular Classified/Non-Exempt employee generally will be increased to the next step available under the pay range for the position held by such employee on the employee's pay anniversary date each year. A Classified/Non-Exempt employee is not eligible for merit pay increases once he or she has reached the maximum rate of pay available under the pay range established for the position held by such employee.
 2. **Unclassified/Exempt Employees:** A Regular Unclassified/Exempt employee may receive merit pay increases. A separate lump sum payment shall be given to those employees who exceed the maximum of his or her pay range.
- b. **General Pay Adjustments for Regular Employees.** The compensation of all Regular employees, or specific groups of Regular employees may, from time to time, be increased within Town budgetary limitations provided that the Town Manager determines that circumstances dictate such an increase.
- c. **Temporary Employees.** Provided that the budgetary limitations of the Town permit, the Town Manager may grant pay increases to Classified/Non-Exempt or Unclassified/Exempt Temporary employees, upon the recommendation of the department or division heads supervising such Temporary employees.
- d. **Town Manager.** The salary of the Town Manager shall be determined by the Town Council.

5-4 **Additional Compensation.** An employee's compensation may vary in accordance with the following provisions:

- a. **Work in Excess of Forty (40) Hours Per Week.**
1. Depending on the operational needs and budgetary limitations of the Town, the Town Manager, or the Town Manager's designated representative, may authorize Classified/Non-Exempt employees to work beyond forty (40) hours per week.
 2. Classified/Non-Exempt employees who work beyond forty (40) hours per week shall be paid one and one-half (1½) times their regular hourly rate of pay for each hour, or portion thereof, worked in a week beyond forty (40) hours. Only time actually worked, and not time off with or without pay, shall be included in the calculation of the forty (40) hours. Classified/Non-Exempt employees will have the option of taking compensatory time off, in lieu of overtime compensation payments in accordance with the limitations established by the Federal Fair Labor Standards Act and applicable regulations promulgated there under and applicable State wage and hour laws.
 3. Unclassified/Exempt employees have obligations that extend beyond fixed work schedules and are, therefore, ineligible for overtime pay. The Town Manager may grant, on occasion, Unclassified/Exempt employees time off with pay in recognition of such service.

- b. **Sundays and Holidays.** When a Classified/Non-Exempt Regular employee is required to work on Sundays or a holiday recognized by the Town, the employee either shall receive compensatory time off equal to twice the time worked, or he or she shall be compensated for such time worked at two (2) times his or her regular hourly rate of pay, at the discretion of the employee, with the approval of his or her division head, and the approval of the Town Manager. Notwithstanding the foregoing to the contrary, a Classified/Non-Exempt Regular employee who has accepted scheduled Sunday work as a condition of his or her employment with the Town shall be entitled to receive compensatory time off equal to twice the time worked or to be compensated for time worked at two (2) times his or her regular hourly rate of pay only if such employee is required to work on a holiday recognized by the Town.

5-5 **Separation/Severance Payments.** Employees who leave Town Service in good standing shall receive a “severance” payment of accrued unused vacation and sick leave, in accordance with the following provisions:

- a. **Vacation.** An employee who leaves Town Service is entitled to be paid, at his or her then current rate of pay, for any unused accumulated vacation leave up to the amounts authorized in Chapter 8, Section 8-3 of these Personnel Rules, provided that (1) the employee has successfully completed the probationary period established for his or her employment in such position; and (2) has been working in such position as a Regular Full-Time employee.
- b. **Sick Time.** Provided that an employee has successfully completed the probationary period established for his or her position; and has been working in such position as a Regular Full-Time employee then such employee shall be entitled to be paid, at his or her then current rate of pay: (1) twenty-five percent (25%) of any unused accumulated sick leave upon the effective date of termination from Town Service in good standing for reasons other than retirement or death; and (2) sixty percent (60%) of any unused accumulated sick leave upon the effective date of termination from Town Service because of death or retirement. Notwithstanding the foregoing, a Regular Full-Time employee may be eligible for a higher percentage sick leave severance benefit than described above in accordance with the Earned Day election provided under Section 8-4e of these Personnel Rules.

Severance pay shall not be included for the purpose of computing retirement pension benefits. Severance pay will be paid to the employee after the termination date.

If an employee retires before the end of the calendar year but after July 1st the employee may elect to receive the severance paid in equal installments in amounts equal to pay checks prior to retirement until the end of the calendar year. Any remaining severance pay will be paid after the beginning of the next calendar year in a lump sum.

Employees covered under the Town’s Defined Benefit Retirement Plan will be allowed to exchange thirty (30) day blocks of unused vacation leave, thirty (30) day blocks of unused sick leave (after pro-rata at the employee’s applicable sick leave redemption), or a thirty (30) day block using a combination of unused sick and vacation leave, to buy one (1) year of credit service up to a maximum of five (5) years.

The value of unused vacation leave and sick leave will not be included in the calculation of an employee’s Final Average Earnings whether the employee elects to use this option or not.

Unclassified/Exempt “Management employees” with thirty (30) years of service covered under the Town’s Defined Benefit Retirement Plan shall be permitted to exchange thirty (30) day blocks of unused vacation leave or thirty days of unused sick leave (after pro-rata at the employee’s applicable sick leave redemption) to buy two percent (2%) of credit service up to a maximum of ten percent (10%) towards increasing pension benefits from seventy percent (70%) to eighty percent (80%).

- c. **Liability in Excess of Separation Payment.** Employees who terminate employment with the Town will be liable for any advanced time used in excess of time normally accrued. With the permission of the employee, the Town may charge this liability against any severance pay or sick time reimbursements outstanding and bill the employee if these methods do not cover the loss.
- d. **Death.** If an employee’s service with the Town is terminated because of the employee’s death, severance payments shall be made either to the employee’s spouse, next-of-kin, or estate, as required by applicable law.

CHAPTER 6

EXPENSE ALLOWANCES

CHAPTER 6: EXPENSE ALLOWANCES

- 6-1 **General Policy.** All expenses reimbursed by the Town shall be approved by the appropriate authority as specified below. If possible, such approval shall be acquired prior to incurring the expense. Approval shall be made in consideration of budgetary limitations of the Town. The employee shall complete an expense form developed by the Town Manager, outlining cost estimates and any requested advances. In order to be reimbursed for approved expenses, receipts and other memoranda substantiating the expenses must be submitted to the Town Accounting Division in accordance with Policy Memorandum 3.2.
- 6-2 **Interview and Moving Expenses.** With the approval of the Town Council, the Town Manager may authorize the reimbursement of the interview and moving expenses of final candidates for Regular Unclassified/Exempt positions. Interview expenses shall be the cost of an applicant's travel to the location of the personal interview. Also included may be the cost of meals and temporary housing if the applicant is required to spend the night in the area. Moving expenses shall be the cost of the appointed candidate's travel to report for duty and the cost of moving the appointed candidate's household goods to his or her place of domicile.
- a. **Conditions.** The reimbursement of moving expenses is conditional upon the employee remaining with the Town for eighteen (18) months of continuous service. If the employee's service with the Town is terminated for reasons unacceptable to the Town Manager prior to eighteen (18) months of continuous service, the Town Manager may require the employee to reimburse the Town for all moving expenses paid by the Town to the employee. Such sums may be deducted, with the employee's authorization, from the employee's final payment made pursuant to Section 5-5, if any.
- 6-3 **Automobile Expenses.** Employees required to use their personal automobiles in the performance of their job duties or to attend professional conferences or conventions or training sessions, as approved by the Town Manager, shall be reimbursed in accordance with schedules developed by the Town Manager and included in the annual budget. Such compensation may be a flat amount per annum consistent with anticipated use or a per mile reimbursement. In the case of the per annum flat amount, the allowance shall cover all travel within a radius of fifty (50) miles. Trips in excess of fifty (50) miles shall be reimbursed in their entirety on a per mile basis.
- 6-4 **Training and Development Expenses.** The Town Manager may authorize leave with or without pay and the reimbursement of expenses incurred by a Regular employee in furtherance of his or her education or professional development in accordance with Appendix A.
- 6-5 **Professional Meetings and Conventions.** The Town Manager may grant leave with or without pay for and approve the reimbursement of costs incurred by an employee attending a professional meeting, conference, or convention.
- 6-6 **Business Meetings.** If in the best interest of the Town, the Town Manager may grant leave with pay for, and approve the reimbursement of expenditures, including the purchase of the employee's or guest's meals, relating to meetings conducted by Regular Full-Time Unclassified/Exempt employees with persons not employed by the Town when the purpose of the meeting is to discuss Town business.
- 6-7 **Employee Appreciation.** The Town Manager may authorize the reimbursement of the expenses incurred by a department or division head in treating an employee to a meal or in making some other appropriate gesture as a small token of appreciation or acknowledgment of a special achievement accomplished by an employee or exceptional services rendered by an employee.

CHAPTER 7

BENEFITS

CHAPTER 7: BENEFITS

7-1 **Group Insurance.**

- a. **Coverage.** All Regular Full-Time employees may elect to receive group insurance coverage provided by the Town for their employee group. Whenever the Town changes its group insurance carrier plans or contribution level, employees of the affected group shall be given written notification of such change.
- b. **Payment in Lieu of Coverage.** Any Regular Full-Time employee eligible to subscribe to the group Health and/or Dental insurance plans shall have the option of receiving a cash payment in lieu of any or all of such coverage when the employee is covered through plans other than those provided by the Town of Avon. The Town Manager, with the approval of the Town Council, shall determine the amounts of these payments and the procedures for receiving payment for such an option. (See Part II of the Comprehensive Personnel Plan, Classification & Pay Plan and Policy Memorandum 4.10.)
- c. **Leave.** Insurance benefits shall continue uninterrupted for employees on leave with pay. Health benefits shall continue uninterrupted for employees on leave without pay pursuant to the Family and Medical Leave Act of 1993 however the employee is responsible for the premium cost share at the same percentage as if not on leave. The Town Manager shall specify whether insurance benefits shall continue and who shall make the Town contributions for employees on other forms of leave without pay.

7-2 **Pension.** Regular Full-Time employees hired before July 1, 1997 who have completed one year of continuous service with the Town, and are at least twenty-two (22) years of age shall be eligible for membership in the Town's Defined Benefit Pension Plan. Regular Full-Time employees who were hired on or after July 1, 1997 and are at least 21 years of age must upon the day of hire join the Town's Defined Contribution Pension Plan.

7.3 **Federal and State Benefits.** The Town of Avon participates in the Federal Social Security and State Worker's Compensation programs.

7.4 **Deferred Compensation Program.** Regular Full-Time and Regular Part-Time employees may elect to participate in the Town's 457 Deferred Compensation Plan.

7.5 **Additional Benefits.** Additional benefits are discussed at employee orientation and detailed information regarding all benefits may be obtained by contacting the Human Resources Department.

CHAPTER 8

LEAVE

CHAPTER 8: LEAVE

8-1 **General Policy.** Leave is any authorized absence during regularly scheduled work hours that is approved by the proper authority. Leave shall be granted in accordance with these rules on the basis of the work requirements of the Town and, whenever feasible, the personal wishes of the employee.

a. **Eligibility.**

1. **Regular Employees:** Regular Full-Time employees shall be eligible for all leave benefits as outlined in this chapter, unless another agreement was made at time of hire and approved by the Town Manager. Unless otherwise provided by law, Regular Part-Time employees shall be ineligible to receive leave benefits.
2. **Temporary Employees:** Unless required by law, Temporary employees are not eligible for leave benefits.

b. **Request and Authorization Procedures.**

1. All leave, except holiday, sick, injury and special leaves of an emergency nature, must be requested by the employee and approved by the proper supervisory authority prior to the start of such leave through the Town's automated time and attendance system. For sick, injury and special leaves of an emergency nature, the leave shall be entered and approved on a daily basis by the supervisor. In order to assure approval for sick, injury and special leaves of an emergency nature, the employee's supervisor and/or the department or division head must be notified prior to one (1) hour after the start of the working day during which said leave begins unless a special hardship prevents such notification. Unless an absence is substantiated by a holiday or the properly executed automated entry, an employee shall not be paid for any absence from scheduled work hours.
2. Department and division heads authorize vacation, sick, personal, and funeral leaves for Classified/Non-Exempt employees under their supervision. The Town Manager authorizes all other leaves for Classified/Non-Exempt personnel, all leaves for Unclassified/Exempt personnel, and any special exceptions to vacation, sick, and funeral leaves allowed by these Personnel Rules. Records of leave shall be properly requested and approved in the automated time and attendance system.

c. **Return from Leave.** An employee on leave with or without pay shall generally be reinstated in the position held by such employee prior to leave upon returning to duty. Such position shall remain vacant while the employee is on leave, or be filled with a temporary replacement. If the employee's leave constitutes a break in continuous service, the employee shall not accrue any leave benefits during such absence from employment, but shall be credited with leaves and benefits earned or accrued prior to the leave, upon return to duty. If the employee's leave does not constitute a break in continuous service, then the employee's leave accruals and benefits shall continue uninterrupted during such leave.

d. **Continuous Service.** Continuous service shall mean the total accumulated uninterrupted service of an employee to the Town. An employee's continuous service shall not be considered interrupted by leaves with pay. Unauthorized absences without pay shall constitute a break in continuous service unless designated otherwise by the Town

Manager. Insurance benefits and leave accruals continue to accrue and an employee's pay anniversary date remains unchanged during continuous service. Leave accruals are discontinued during a break in continuous service and the date of the employee's return to service after such a break shall constitute the employee's pay anniversary date thereafter. Insurance benefits may or may not continue during breaks in continuous service, as specified by the Town Manager.

- e. **Re-employment.** Leave accruals are terminated upon the separation of an employee from Town Service. If an employee is re-employed after his or her service with the Town has been terminated, the date of the employee's return to service after such termination shall constitute the employee's pay anniversary for the purpose of leave accruals.

- f. **Coincidental Leaves.**

1. Except as otherwise permitted herein, an employee on injury, military, or special leaves should always charge such paid time off to injury, military, or special leave, as appropriate, regardless of other paid leaves that may coincide with the injury, military, or special leaves. The use of paid time off for injury, military or special leave is to prevent any employee from being paid simultaneously for two leaves with pay for which the employee is qualified covering the same period of time.
2. Paid time off on a holiday observed by the Town shall be charged to holiday leave rather than other paid leaves which may coincide with the holiday, except injury, military, and special leaves, which shall be charged to injury, military, or special leave, as appropriate.
3. If an employee is sick while on vacation or personal leave, the employee may charge such time to sick leave with the approval of the Town Manager. The Town may investigate or require certification of such illness.
4. If an employee becomes eligible to take funeral leave while on another paid leave, excluding holiday, injury, military, and special leaves, the employee may charge such time to funeral leave, with the permission of the Town Manager.
5. Workers' Compensation hearings, grievance and appeal hearings, and training and development sessions attended by an employee that coincide with the occurrence of other paid leaves shall be charged to the other paid leaves, not to special leave.
6. An employee on leave without pay shall not be paid for any leaves for which the employee would have been eligible had the employee not been on leave without pay.

8-2 **Holidays.** The Town recognizes twelve (12) holidays each year. All Regular Full-Time employees are entitled to receive their regular wages for the time that they would normally work on a holiday. When a Regular Full-Time employee is not scheduled to work on the day the Town observes as a holiday, he or she shall observe the holiday on another day, as specified by his or her department or division head.

- a. **Holidays Observed.**

1. The Town observes the following holidays on the days recognized by the State and Federal Governments:

New Year's Day
 Martin Luther King Day
 President's Day
 Good Friday

Memorial Day
 Independence Day
 Christmas Day
 Labor Day

Columbus Day
 Veteran's Day
 Thanksgiving Day
 Friday following
 Thanksgiving Day

One-half (½) day on Christmas Eve and New Year's Eve when they fall on Monday through Thursday.

2. Where a Regular Full-Time employee has a normal work week schedule that does not require work on Saturday or Sunday, and a holiday falls on a Saturday or Sunday, then such employee shall observe the holiday on the preceding Friday or the following Monday, respectively.
3. The Town Manager or Town Council may direct that the Town observe holidays in addition to those above-named, in recognition of a special event of national or state significance.

- b. **Holiday Pay.** Classified/Non-Exempt employees required to work on a holiday observed by the Town shall be compensated, as provided for in Chapter 5-4b of these Personnel Rules.

8-3 **Vacation Leave.** Each and every Regular Full-Time employee who has successfully completed at least six months of his or her respective probationary period of employment with the Town is entitled to take earned and accumulated vacation leave with pay for any purpose. The accrual of such vacation leave shall relate back to the first day of employment commenced by the employee during such probationary period.

- a. **Vacation Leave Earned.** Vacation leave is earned as follows:

Continuous Service Completed	Vacation Leave Earned
6 months	$\frac{5}{6}$ normal work day per month but not greater than 5 normal work days per first 6 months of employment.
Under 5 years	$\frac{5}{6}$ normal work day per month but not greater than 10 normal work days per year
At least 5 years, but less than 10 years	$1\frac{1}{4}$ normal work days per month but not greater than 15 normal work days per year
10 years or more	$1\frac{2}{3}$ normal work days per month but not greater than 20 normal work days per year
20 years or more	2.08 normal work days per month but not greater than 25 normal work days per year

- b. **Accumulation.** Employees may carry over their earned vacation days from one year to the next and to accumulate vacation leave up to the following maximum units:

	June 30th Maximum	July 1st Maximum (June 30th Maximum + July 1st Accrual)
Up to, but not including, 5 years of service	15 vacation days	15.0 + 10 = 25 *
5 years up to, but not including, 10 years of service	22.5 vacation days	22.5 + 15 = 37.5 *
Over 10 years of service	35 vacation days	35.0 + 20 = 55 * 35.0 + 25 = 60 *

* Must reduce to the June 30th maximum by following June 30th.

Any excess vacation above the maximum allowable accumulation will be forfeited by the employee, except that, in certain cases for Unclassified/Exempt employees only, the Town Manager may approve the temporary accumulation of more than half of the amount of vacation leave earned in the previous year for an employee whose work obligations prevented him or her from using such earned vacation leave.

- c. **Vacation Blocks.** Earned vacation leave shall generally be taken in at least one five-day block each year following the first year of employment.
- d. **Advance Vacation Credit.** As of July 1 each year, employees are credited in advance for vacation time they will accrue from July 1 to June 30 of the next succeeding year. Computation of the amount of continuous service completed by an employee shall be made each year, on the employee's pay anniversary date. Employees who terminate employment with the Town or stop earning vacation time, for any reason (including without limitation leaves without pay), shall be liable to the Town for any advance vacation time used in excess of vacation time actually accrued up to the date of such termination of employment or termination of leave accrual. The Town may charge this liability against any severance pay or sick time reimbursements due and owing by the Town to the employee in accordance with the provisions of Chapter 5 of the Personnel Rules. In the event that the liability owed by the employee for advance vacation time exceeds the severance pay and sick time reimbursements due and owing by the Town to the employee, then the Town will bill the employee for such excess amount.
- e. **Separation.** An employee who leaves Town Service after the completion of his probationary period is entitled to be paid for any unused accumulated vacation leave, in accordance with the provisions of Chapter 5 of these Personnel Rules.

8-4 **Sick Leave.**

- a. Regular Full-Time employees shall accrue paid sick leave of one and one-quarter (1¼) work days for each month of continuous Town Service. The accrual of such sick leave

shall relate back to the first day of employment commenced by the employee during his or her probationary period. Sick leave shall be used solely for the purposes outlined below:

1. Personal illness, physical incapacity, bodily injury or disease, including disabilities resulting from pregnancy.
2. To receive medical treatment, including surgical operations and drug and alcohol rehabilitation.
3. Enforced quarantine in accordance with public health regulations.
4. To meet medical appointments which cannot be scheduled after normal working hours, including, but not limited to optical, psychiatric, dental, podiatry, and chiropractic, provided the employee has acquired advance permission from his or her department or division head.
5. the illness or physical incapacity of a member of the employee's immediate family that requires the employee's personal attention.
6. Family Medical Leave Act Leave (See 8-10).

Employees may not use sick leave for any illness, injury, or disease for which the employee is compensated by Workers' Compensation Insurance, regardless of where the incapacity occurred.

If a decision has not been made by the long-term disability carrier within six (6) months regarding an employee's eligibility for disability compensation, the employee may have the option to continue to use sick, vacation and personal days to offset reduction in wages until such time as a decision is rendered by the long-term disability carrier and competent medical professionals as to eligibility for disability. In no case may an employee extend use of his/her sick leave beyond one year from onset of illness, injury or disease.

Once a decision has been made by the long-term disability carrier granting an employee's eligibility for long-term disability insurance, the employee must file the appropriate paperwork within thirty days of accepting or rejecting the decision. If accepted, the employee's contribution for medical insurance will cease and under the provision of COBRA, the employee will be billed the appropriate premium amount for group medical insurance.

- b. **Accumulation.** Employees may accumulate up to 150 days of sick leave with the following exception.

As of July 1 each year, employees who have accumulated 150 days of sick leave shall be credited 1 1/4 days per month for a total of 15 days from July 1 to June 30 of the next succeeding year. As of June 30th of the next succeeding year any excess sick leave above the maximum allowable of 150 days will be forfeited by the employee. Absence for sick leave will constitute an interruption in perfect attendance, as provided for in Section 8-4e.

- c. **Advances.** In exceptional cases, the Town Manager may grant an employee unearned sick leave of up to ten work days, after the employee has used all other accumulated leave. Employees who terminate employment with the Town or stop earning sick time for any reason shall be liable to the Town for any advance sick leave used in excess of sick leave actually accrued up to the date of such termination of employment or termination of leave accrual. With the employee's authorization, the Town may charge

this liability against any severance pay reimbursements due and owing by the Town to the employee in accordance with the provisions of Chapter 5 hereof.

In the event that the liability owed by the employee for advance sick leave exceeds the severance pay reimbursements due and owing by the Town to the employee, then the Town will bill the employee for such excess amount.

- d. **Certification.** The Town may require proof or certification of illness and may investigate any absence which an employee charges to sick leave.
- e. **Earned Day.** In the event that a Classified/Non-Exempt or Unclassified/Exempt employee has accrued the maximum allowable accumulation of sick leave and maintains a perfect attendance record for four (4) consecutive months thereafter, such employee shall be entitled, once per fiscal year, to choose one of the following three options for each four month period of perfect attendance:
 - 1. One day's pay at the employee's current base rate of pay on the day of request, provided, however, that the employee may not earn more than three (3) days of pay in any twelve (12) month period.
 - 2. One day off with pay which must be taken at the employee's option during the immediately succeeding four (4) months, provided, however, that the employee may not earn more than three (3) days off with pay in any twelve (12) month period.
 - 3. An increase in the sick leave severance benefit upon termination, death or retirement as outlined in Chapter 5, Section 5-5 of these Personnel Rules by one (1) percent, up to a maximum of 100% of earned sick leave which sick leave severance benefit may not exceed the allowable maximum accumulation of 150 days provided, however, that the employee may not earn more than three (3) percent in any twelve (12) month period.

For the purposes of the foregoing calculations, absence for sick leave, suspension or tardiness will constitute an interruption in perfect attendance.

- 8-5 **Work Injury Leave.** Except as otherwise required by law, each and every Regular Full-Time employee is entitled to up to six (6) months of leave with pay per accepted claim for injury/disease for absences due to personal injuries and occupational diseases arising out of, and in the course of, their employment with the Town of Avon. The Town shall pay the employee his or her regular take-home wages minus payments (excluding medical) made by Workers' Compensation Insurance.

- a. **Exceptions.** Injury leave shall be subject to the same rules and regulations as Workers' Compensation Insurance and shall not be granted in cases where the incapacity was due to the employee's willful and serious misconduct or intoxication.

- 8-6 **Personal Leave.** Each and every Regular Full-Time employee who has successfully completed his or her respective probationary period of employment with the Town shall be entitled to four (4) working days with pay for personal leave each fiscal year. During such probationary period personal leave is earned at a rate of one day per quarter of continuous service completed. Except as hereinafter provided, personal leave may be used for reasons such as: moving; involuntary legal demands other than jury duty; religious holidays; graduations from senior high school or college (when graduate is a son, daughter, grandchild, husband, wife, or the employee); firefighting training, when in conjunction with service as a member of the Avon Volunteer Fire Department as part of a scheduled and approved Fire Department program and approved by the

Department Head; and weddings, christenings and funerals of family members, employees or friends, the death of whom does not otherwise qualify for the funeral leave provided by Section 8-7 of these Personnel Rules.

- a. In addition to the above purposes, the employee may use personal leave days for other important personal events, provided that: (i) such events cannot be accomplished outside the employee's scheduled working hours; and (ii) the employee obtains the prior approval of the Town Manager or appropriate division or department head.
- b. Authorized leave to attend funerals of family members that qualify for the leave of Section 8-7 shall not be charged as personal leave, but as family funeral leave, in accordance with Section 8-7.
- c. In the event that any of the circumstances for which personal leave may be taken occur on an employee's regularly scheduled day off, or other authorized leave day, such time may not be charged as personal leave.
- d. Personal days do not accumulate beyond the fiscal year of accrual and cannot be applied to the next fiscal year nor included in severance pay. Employees who leave town service will not be compensated for unused personal leave.
- e. Employees who wish to have their absences credited as personal leave must provide their supervisor with reasonable notice of their intended absence at least forty-eight (48) hours in advance, unless otherwise authorized by the supervisor.
- f. A Regular Full-Time employee who has completed six months of continuous service may take up to two (2) days of personal leave. If, for reasons unacceptable to the Town, the employee's continuous service with the Town is terminated prior to the completion of his or her probationary period of employment, then the employee shall be liable to the Town for any personal leave taken during the probationary period. With the employee's permission, the Town may charge this liability against any severance pay due and owing by the Town to the employee upon separation in accordance with Chapter 5 hereof. In the event that the liability owed by the employee for personal leave taken during the probationary period exceeds the severance pay due and owing by the Town to the employee, then the Town will bill the employee for such excess amount.
- g.. Employees who have submitted a notice of termination, whether voluntary or involuntary, may not have any absences credited as personal leave without the approval of the Town Manager.

8-7 **Funeral Leave.** Regular Full-Time employees who have successfully completed six months of continuous service with the Town shall be entitled to funeral leave as set forth below.

- a. **In the event of the death of any of the following relatives of the employee:**

Spouse	Mother-in-Law	Sister
Parent	Father-in-Law	Brother
Step-parent	Child	
Step-child	Relative domiciled in the employee's household	

The employee shall be entitled to funeral leave not to exceed three (3) working days with pay or four (4) working days with pay when the funeral is held more than 250 miles from the employee's home.

b. **In the event of the death of any of the following relatives of the employee:**

Grandchild	Son-in-law	Sister-in-law
Grandparent	Daughter-in-law	Brother-in-law
Great Grandparent	Aunt	Uncle

The employee shall be entitled to funeral leave not to exceed two (2) working days with pay or three (3) working days with pay when the funeral is held more than 250 miles from the employee's home.

- c. Funeral leave shall apply only to an employee who is actually in attendance at the funeral or engaged in activities relating thereto and must be used during the period from and after the date of death to and including the date of the funeral.
- d. In exceptional cases, the Town Manager may grant funeral leave to employees upon the death of a person who is very close to the employee but is not listed above.
- e. A Regular Full-Time employee who has not completed six months of continuous service may take up to one and one-half (1½) work days of funeral leave.

8-8 **Military Leave.** At the discretion of the employee, a Regular employee who is a member of the National Guard or reserve corps of any branch of the armed forces of the United States shall be entitled each year to serve his or her required annual tour of duty by either using any type of authorized leave for which the employee is eligible or taking military leave without pay for a period not to exceed the period for military leave permitted by applicable law. In the event that an employee chooses to take military leave to serve his or her required tour of duty, such employee shall receive from the Town for such military leave period, the difference between his or her compensation from the armed forces for military activities and the compensation otherwise payable by the Town to the employee for such period.

- a. In addition to the above, a Regular employee who is a member of the National Guard or reserve corps of any branch of the Armed Forces of the United States who is involuntarily called for active duty shall be entitled to the following:
 - 1. Such employee shall receive from the Town for such military leave period the difference between his/her compensation from the armed forces for military activities and the compensation otherwise payable by the Town to the employee for up to 90 days. The Town in its discretion may extend payment up to 180 days.
 - 2. Such employee shall continue to receive all fringe benefits for such period; however, the employee shall have the flexibility to choose military coverage, if available and exceeds the Town of Avon's benefits.
 - 3. Involuntary call-ups are to be Classified/Non-Exempt as leaves of absences with pay.

- b. **Homeland Security Leave.** At the discretion of the employee, a regular employee selected by the Department of Homeland Security and approved by the Town Manager to be deployed to aid affected citizens and communities faced with a declared catastrophic disaster shall be entitled to serve his or her deployment by either using any accrued vacation leave for which the employee is eligible or taking Homeland Security Leave with pay for the period approved. In the event that an employee chooses to take Homeland Security Leave, such an employee shall receive from the Town the difference between his or her compensation from Homeland Security, or designated agency, for

Homeland Security activities and the compensation otherwise payable by the Town to the employee for a period of up to ninety (90) days. That period may be extended at the discretion of the Town Manager up to 120 days.

Such employee shall continue to receive all fringe benefits for such period; however, the employee shall have the flexibility to choose Homeland Security coverage, if available, and exceeds the Town of Avon's benefits.

8-9 **Special Leave.**

a. **Mandatory.** Each and every Regular Full-Time employee shall be entitled to time off from his or her regularly scheduled working hours, with pay, for the following purposes:

1. As compensation to Unclassified/Exempt employees required to work on a holiday observed by the Town.
2. For employees to attend Town-initiated training and development sessions.
3. To participate in required jury duty. The Town shall reduce the employee's regular wages by the amount the employee receives as compensation for jury duty (excluding travel payments).
4. To attend Workers' Compensation and grievance and appeals meetings and hearings.

b. **Discretionary.** When the Town Manager determines it to be in the best interests of the Town, Regular Full-Time employees may be granted time off from his or her regularly scheduled working hours with pay, for the following purposes:

1. As compensation to Unclassified/Exempt Regular employees whose work obligations have extended well beyond their regularly scheduled work hours and are not part of their job description, and that go beyond compensatory time as defined in Section 5-4a.3.
2. Classified/Non-Exempt employees who work beyond forty (40) hours per week shall be paid one and one-half (1½) times their regular hourly rate of pay for each hour, or portion thereof, worked in a week beyond forty (40) hours. Only time actually worked, and not time off with or without pay, shall be included in the calculation of the forty (40) hours. Classified/Non-Exempt employees will have the option of taking compensatory time off, in lieu of overtime compensation payments in accordance with the limitations established by the Federal Fair Labor Standards Act and applicable regulations promulgated there under.

Classified/Non-Exempt employees who work beyond thirty-seven and one half (37½) hours per week but less than forty (40) hours shall be paid the regular hourly rate for each hour, or portion thereof, worked in a week beyond thirty-seven and one half (37½) hours. Classified/Non-Exempt employees will have the option of taking compensatory time off, in lieu of overtime compensation payments in accordance with the limitations established by the Federal Fair Labor Standards Act and applicable regulations promulgated there under.

3. To attend employee-initiated training and development sessions.
4. To attend professional meetings, conferences, and conventions.
5. To attend business meetings.

6. As compensation to Classified/Non-Exempt Regular employees required to work on a holiday observed by the Town, when such employee does not receive holiday pay.
7. To attend employee appreciation meetings.
8. To attend a co-worker's funeral.
9. When justified by peculiar conditions, such as a severe snowstorm and as determined by the Town Manager. This applies only to employees at work at the time of the condition.
10. For other reasons not delineated herein, if the Town Manager notifies the Town Council of the intention to grant such leave prior to its granting, or as soon thereafter as practicably possible.

8-10 **Family and Medical Leave Act.**

The Family and Medical Leave Act ("FMLA") provides eligible employees up to twelve (12) weeks leave in a twelve (12) month period for certain family or medical circumstances. Employees who have been employed by the Town for at least twelve (12) months and who have worked at least 1,250 hours in the twelve months preceding the first day of leave shall be eligible for FMLA leave in the following circumstances:

1. Because of the birth of a son or daughter of the employee and in order to care such son or daughter;
2. Because of the placement of a son or daughter with the employee for adoption or foster care;
3. In order to care for the spouse, or a son or daughter, or parent, of the employee if such spouse, son, daughter or parent has a serious health condition;
4. Because of the employee's own serious health condition that makes the employee unable to perform the functions of his or her position.

FMLA leave is unpaid, unless the employee is eligible for some other type of paid leave, in which case the paid leave shall be utilized during the FMLA leave. In such case, the substituted paid leave shall run concurrently with the employee's FMLA entitlement. For purposes of determining the twelve (12) month period in which an employee may take FMLA leave, the Town uses a "rolling" twelve - month (12) period measured backward from the date an employee uses any FMLA leave.

If any employee takes time off for reasons that qualify for FMLA leave, the employee must notify the Town. The Town will then issue the employee a letter explaining his or her FMLA leave entitlement. The Town may require medical certification and return to work examination.

8-11 **Leave Without Pay.**

- a. When the Town Manager determines it to be in the best interest of the Town, he or she may grant a Regular Full-Time employee time off from his or her regularly scheduled working hours without pay for purposes including, but not limited to, the following:
 1. As a disciplinary action (suspension without pay).

2. For child rearing, maternity, paternity, and adoption proceedings.
3. For a personal injury or occupational disease arising out of, and in the course of, employment outside of Town Service.
4. For illnesses which exceed earned sick or injury leaves.
5. To attend employee-initiated training and development sessions, and professional meetings, conferences, and conventions.

b. **Continuous Service.** When an employee is placed on leave without pay, except as provided in Section 8-10, the Town Manager shall specify whether such leave shall constitute a break in the employee's continuous service, thereby adjusting the employee's pay anniversary date and halting the accrual of paid leaves. The Town Manager shall also specify whether the employee's insurance benefits will continue while on leave without pay, pursuant to (b) above and, if so, whether the Town or the employee will make the Town contributions to pay for the insurance premiums. Health benefits will be continued while on leave without pay pursuant to the Family and Medical Leave Act of 1993.

8-12 **Absence Without Leave.** An absence of an employee from duty, including an absence for a whole, or part of a day, that is not authorized by a specific grant of leave under the provisions of these Personnel Rules, shall be deemed an absence without leave. Any such absence shall be without pay and may be subject to disciplinary action.

The Town Manager may designate that an unauthorized absence shall constitute a break in continuous service, thereby adjusting the employee's pay anniversary date and halting the accrual of paid leaves.

From time to time the Town Manager may grant to an employee an absence without leave to permit the employee to take an extended vacation. The amount of time that the Town Manager may grant to any one employee may not exceed four weeks during any 10 year period. The leave will be predicated on the employee demonstrating to the Town Manager that the department has proper coverage and general services will not be compromised.

CHAPTER 9

CONDUCT OF EMPLOYEES

CHAPTER 9: CONDUCT OF EMPLOYEES

All persons employed by the Town of Avon shall be guided in their capacity as Town employees by the following policies:

9-1 **Conduct as an Employee.** All employees shall conduct themselves in a manner befitting a public servant. Such conduct includes a courteous demeanor, prompt attendance, appropriate dress, the refraining from the use of abusive or inappropriate language, maintaining sobriety while on duty, and in accordance with Administrative Policies as amended from time to time by the Town Manager.

9-2 **Incorporation of Standards of Conduct for Employees.**

I. **Declaration of Policy.**

The Town of Avon deems it to be in the best interests of the Town and its citizens that the Town's employees be independent, impartial and responsible, that public office not be used for personal gain, and that citizens have confidence in the integrity of their government. In recognition of these goals, the Town of Avon hereby establishes Standards of Conduct for employees. The Standards of Conduct contain minimum guidelines for conduct by all employees and identify actions that are incompatible with the best interests of the Town. The Standards of Conduct supplement restrictions that are contained in the Town Charter and do not preclude the adoption of other guidelines or requirements by any of the Town's municipal bodies.

II. **Definitions.**

- a. "Gift" means anything of value given or paid to an employee, but excluding: (i) an occasional non-pecuniary gift of nominal value, (ii) an award publicly presented in recognition of public service, (iii) meals, accommodations and/or registration or entrance fees in connection with meetings or events in which the employee participates in his official capacity, (iv) a gift that would have been offered or given to the employee even if the recipient was not an employee, or (v) food and beverages consumed on a single occasion at a cost of less than fifty dollars (\$50) per person.
- b. A "personal interest" or "financial interest" shall be deemed to include the interest of a spouse, child or dependent relative who resides in the household of the employee, and the interest of a business entity or professional firm in which the employee has a financial interest (other than a less than one percent {1%} equity interest in a company whose shares or other units of equity are publicly traded) or of which he or she is an owner, officer, director, member or employee.
- c. "Public employee" shall mean a person employed by the Town or a municipal body of the Town on either a Full-Time or Part-Time basis.

III. **Prohibited Activities.**

- a. No employee shall engage in or have a personal or financial interest, direct or indirect, in a transaction or entity that is incompatible with the proper discharge of his or her official duties or would tend to impair his or her independent judgment or action in the performance of those duties.
- b. No employee shall solicit or accept a gift from any entity or person who, to the knowledge of the employee, is interested in any matter pending, or reasonably anticipated to become pending, within the official responsibility of the employee; nor shall any employee accept any gift that might tend to influence him or her in the discharge of his or her duties. If it is impossible or inappropriate for an

employee to refuse a gift, he or she shall promptly turn over the gift to an appropriate public or charitable institution without claiming a charitable deduction.

- c. Except as qualified below, no employee shall participate on behalf of the Town in any matter or proceeding, including without limitation by the exercise of discretionary authority, by discussions with other public officials or employees, if the employee has a personal or financial interest in the matter of proceeding; provided, however, that:
 - 1. An employee may participate in a matter involving a determination of general policy if the interest of the employee is shared with a substantial segment of the population of the Town; and
 - 2. An employee may participate in his or her official capacity in matters affecting the nature and level of the Town's compensation and benefits programs generally applicable to Town employees.

If participation in a prohibited matter or proceeding would otherwise come within the scope of the employee's official responsibility, the employee shall, in addition to declining to participate, disclose, either in writing or in another manner that will become a part of the Town's official records, to the Town Manager the nature and extent of the personal or financial interest of the employee.

- d. No employee may use confidential information concerning the property, government or affairs of the Town to advance his or her personal or financial interests, and, subject to the requirements of the State's Freedom of Information Act, no such employee may, without proper authorization, disclose such confidential information to unauthorized persons.
- e. No employee who receives compensation (other than reimbursement of expenses) for services of the Town shall appear on behalf of a private interest (other than his or her own interest or the interest of the employee's immediate family) before any municipal body. If an employee elects to appear on behalf of his or her own interest or the interest of a member of the employee's immediate family, the provisions of Section III.c above shall apply.
- f. No employee who receives compensation (other than reimbursement of expenses) for services of the Town shall represent a private interest against the interest of the Town in any litigation or other proceeding to which the Town is a party.
- g. No employee or business in which the employee has a personal or financial interest may provide, or contract to provide goods or services to the Town in exchange for payment or other consideration. These restrictions shall remain in effect for one year following the termination of employment of the employee.

IV. **Advisory Opinions.**

An employee may apply to the Town Manager for an advisory opinion from the Town Attorney concerning the applicability of any section of these Standards of Conduct. An advisory opinion shall, until amended or revoked, be binding on the Town in any subsequent actions concerning the employee who sought the opinion and acted on it in good faith, unless material facts were omitted or misstated in the request for the opinion. The opinion shall not be binding on any action initiated by a private citizen.

9-3 **Equal Treatment.**

- a. **Equal Treatment.** No employee shall grant any special consideration, treatment or advantage to any citizen beyond that which is available to every other citizen.

9-4 **Town Property.**

- a. **Use.** Town funds, services and property shall only be used by employees in conformance with established policies in the conduct of Town business. An employee shall not use Town funds, services or property for personal convenience or profit except when they are available to the public generally, or authorized by a policy memorandum or special exception granted by the Town Manager.
- b. **Alteration, Removal and Destruction.** Town records and other Town property, including personnel files and medical records, shall not be altered, destroyed, or removed from the Town Hall (or other place where they are normally kept) without the permission of the Town Manager, as provided by state and federal statute, unless such action is undertaken by an employee in the performance of his or her official duties.
- c. **Return.** When terminating employment, all Town records and other Town property in an employee's custody shall be returned to the Town.

9-5 **Political Activity.**

- a. **Elections.** No employee shall use his or her official authority or influence for the purpose of interfering with, or affecting the result of an election to, or nomination for, office.
- b. **Political Contributions.** No employee shall directly or indirectly command, advise, coerce, or attempt to coerce any other employee to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person, for political purposes.

9-6 **Outside Employment.**

- a. **Notification.** All employees, with prior approval of their department head, and upon proper notification of the Town Manager, may accept employment outside Avon Town Service.
- b. **Restrictions.**
 1. No employee shall engage in employment outside of Town Service that in any manner interferes with the proper and effective performance of his or her official duties, results in a conflict of interest, or may subject the Town to public criticism or embarrassment. If such outside employment is disadvantageous to the Town, upon notification in writing by the Town Manager, it shall be terminated, or the employee may be dismissed from Town Service or reassigned to a new position in Town Service.
 2. Employees who engage in employment outside of their regular working hours with the Town shall be subject to call to perform their regular Town duties first.

9-7 **Unlawful Harassment.**

It is the policy of the Town of Avon to maintain a working environment free of all forms of unlawful harassment or intimidation.

Sexual harassment includes, but is not limited to, sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Sexual harassment in any form is a serious violation of the Personnel Rules and will not be condoned by the Town of Avon. See complete Town Policy for more detailed information.

Examples of sexual harassment include but are not limited to the following activities: sexual advances, unwelcome sexual jokes, propositions, verbal abuse of a sexual nature, commentary about an individual's body, sexual ability or sexual deficiencies, touching, pinching or assault, obscene comments or gestures, or display in the workplace of sexually suggestive objects or pictures.

Unlawful harassment on the basis of any other protected characteristic is also prohibited and includes verbal or physical conduct that is threatening, denigrates or shows hostility or aversion toward an individual because of his or her age, race, color, religion, sex, national origin, physical or mental disability, marital status, ancestry, sexual orientation, genetic information and military service or any other protected status under federal or state law, and that substantially interferes with an individual's work performance or creates an intimidating, hostile, humiliating or offensive work environment.

Harassing conduct might include a range of subtle and not so subtle behaviors based on a person's protected status. The following are some examples of conduct that might constitute harassment, if unwelcome and unwanted and depending on its frequency and severity:

- Epithets, slurs or negative stereotyping;
- Mocking of another individual's accent or English language skills;
- Mocking or denigrating another individual's culture (including traditions, food, dress, appearance and music);
- Display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion towards an individual or group; or
- Email or jokes that denigrates or shows hostility or aversion towards an individual or group.

Any employee who believes that he/she has been subjected to unlawful harassment or intimidation while at work by any person, whether an employee or not, should immediately contact his or her supervisor, the Human Resources Director, the Town Manager or appropriate personnel as detailed in the Town's Sexual Harassment policy. All that is necessary is to contact any of these persons and tell them the nature of the complaint or concern.

All complaints of unlawful harassment will be promptly investigated and an appropriate remedial action taken if warranted. The Town of Avon is committed to maintaining the confidentiality of any employee making a complaint of unlawful harassment to the fullest extent possible. However, in some circumstances appropriate remedial action may require limited disclosure.

There will be no retaliation of any type against an employee who makes an honest complaint of unlawful harassment.

An employee who engages in unlawful harassment in any form will be subject to appropriate disciplinary action up to and including discharge.

9-8 **Non Discrimination Policy.**

The Town of Avon prohibits illegal discrimination against or by its employees on the basis of an individual's race, color, religious creed, age, sex, marital status, national origin, ancestry, disability, sexual orientation, or any other basis protected by law. Employees who engage in

illegal discriminatory conduct shall be disciplined, up to and including termination. Employees who become aware of such discrimination, whether directed at the employee or not, should report such discrimination to his or her Department Head or to the Town Manager (or his or her designee). Any employee who believes that he or she is the subject of unlawful discrimination should raise the issue with his or her Supervisor, Department Head or the Town Manager (or his or her designee), or through his or her collective bargaining representative. See complete Town Policy for more detailed information.

9-9 **Alcohol and Controlled Substance Testing Policy.**

The Town of Avon has adopted an Alcohol and Controlled Substance Testing Policy to comply with Federal Guidelines so as to maintain a drug and alcohol free workplace for CDL drivers employed by the Town of Avon. The Town of Avon is firmly committed to operating in the safest and most efficient manner possible. As a responsible employer, the Town of Avon is also committed to promoting the safety and welfare of its employees and the public.

It is the responsibility of each CDL employee to ensure that he/she is drug free in compliance with the requirements outlined in said policy. See complete Town Policy for more detailed information.

9-10 **Electronic Monitoring.**

Pursuant to Connecticut General Statutes Sections 31-48b and 31-48d, the Town is providing notice that it may collect information on the activities or communication of employees on the premises by electronic means.

THIS SERVES AS NOTICE THAT THE TOWN MAY ENGAGE IN PERMITTED ELECTRONIC MONITORING ACTIVITIES. Electronic monitoring includes the use of activity involving computers, telephones, radios, cameras, electromagnetic devices, etc. Except in areas designed for employees' health or personal comfort, such as restrooms or locker rooms, the Town may videotape employees. The Town also may monitor, inspect, or analyze employees' computer or telephone usage, including email activity. The Town's practices may include monitoring in order to: record employees' hours of work and to prevent or investigate abuse of Town policies, including, but not limited to, policies regarding use of telephones, voice, and electronic mail system, personal computers, facsimile machines and the internet. The Town reserves the right to engage in monitoring activities at its sole discretion and without further notice unless otherwise restricted by law. Employees should recognize that the Town's facilities, equipment, and time are to be used only in furtherance of legitimate business purposes.

Notice is not required for monitoring for security purposes in common areas of the Town's premises where used by the public. Additionally, the Town need not provide notice when it has reasonable grounds to believe that employees are engaged in conduct which violates the law, violates the legal rights of the Town or other Town employees, and/or creates a hostile environment where such monitoring may produce evidence of this misconduct. See complete Town Policy for more detailed information.

CHAPTER 10

DISCIPLINARY ACTIONS

CHAPTER 10: DISCIPLINARY ACTIONS

- 10-1 **General Policy.** Whenever an employee's performance, attitude, work habits, or personal conduct fall below an acceptable level, the Town may take disciplinary action against the employee.
- 10-2 **Grounds for Disciplinary Action.** Employee conduct or behavior which may be the subject of disciplinary action includes, but is not limited to, the following:
- a. Violation of a Town Ordinance or the Town Charter.
 - b. Violation of Town personnel policies, including any provisions of the Comprehensive Personnel Plan or policy memoranda issued by the Town Manager or his or her designee.
 - c. Discrimination prohibited by Avon Town Policy, federal, state or local law.
 - d. Failure to meet prescribed work standards, including inefficiency, incompetence or failure to satisfy applicable requirements regarding the quality and quantity of the work to be produced.
 - e. Unauthorized absence or abuse of leave privileges, including fraudulent acquisition of leave.
 - f. Insubordination.
 - g. Conviction of a criminal offense.
 - h. Misconduct, dishonesty, or unethical behavior.
 - i. Conduct which brings the Town Service into disrepute.
 - j. Violation of established safety rules.
 - k. Theft of Town property.
 - l. Recklessness or negligence.
 - m. Falsification of records or documents.
 - n. Unlawful Harassment (See Chapter 9)
 - o. Engagement in workplace violence or threat of violence
- 10-3 **Types of Disciplinary Actions.** The following actions may be taken against an employee for purposes of discipline. Denial of a pay increase and demotion are actions which may also be taken for non-disciplinary reasons. (See Chapter 2, Section 2-7b.) Depending on the circumstances at issue, the Town may utilize any one or more of these actions:
- a. **Oral Warning.** A Town employee's supervisor may apprise an employee of his or her unacceptable behavior by giving the employee an oral warning regarding such unacceptable behavior. The Town, however, is not required to provide the employee with prior notice of an oral warning or to maintain any written record of any such oral

warning. An employee who receives an oral warning is not entitled to appeal such form of disciplinary action.

- b. **Written Reprimand.** A Town employee's supervisor may apprise an employee of his or her unacceptable behavior by issuing a written reprimand to the employee describing such unacceptable behavior with reasonable particularity. The supervisor shall deliver a copy of the written reprimand either to the Town Manager or a representative designated by the Town Manager, who shall maintain a copy of such written reprimand in the subject employee's personnel file. An employee who receives a written reprimand is not entitled to prior notice of a written reprimand or to appeal such form of disciplinary action.
- c. **Denial of Pay Increase.** Upon the written recommendation of a Town employee's supervisor, or upon the independent determination of the Town Manager, the Town Manager may withhold or reduce a merit increase or other pay adjustment that an employee would otherwise receive on the grounds that he or she failed to maintain a satisfactory level of performance, attitude and conduct in the fulfillment of his or her duties in Town Service. Denial of a pay increase will be effective upon the declaration thereof, provided that prompt written notice of such action, specifying the grounds therefore and the employee's appeal rights therefrom, is given to the employee. The Town Manager is required to maintain a record of such denial of pay increase, including the Town's written notice thereof, in the subject employee's personnel file.

An employee who receives a denial of pay increase is entitled to appeal such form of disciplinary action in accordance with the provisions of Chapter 12 of these Personnel Rules. If the employee appeals such denial of pay increase in a timely fashion in accordance with Chapter 12, and the decision on appeal is rendered in favor of the employee, then the employee shall be entitled to the merit increase or other pay adjustment which would have been accrued by the employee but for the denial of pay increase. Resolution of the final decision on appeal against the employee shall constitute confirmation of the denial of pay increase.

- d. **Demotion.** Upon the written recommendation of the employee's supervisor, or upon the independent determination of the Town Manager, the Town Manager may permanently or temporarily demote an employee from one position to another position of a lower grade. Demotion will be effective upon the declaration thereof, provided that written notice of such action, specifying the grounds therefore and the employee's appeal rights therefrom, is given to the employee within 24 hours of the declaration thereof. During the period of demotion, the employee's compensation shall be reduced in accordance with the provisions of Chapter 5 of these Personnel Rules. The Town Manager is required to maintain a record of the demotion, including the Town's written notice thereof, in the subject employee's personnel file.

An employee who is demoted is entitled to appeal such action in accordance with the provisions of Chapter 12 of these Personnel Rules. If the employee appeals a demotion in a timely fashion in accordance with Chapter 12, and the decision on appeal is rendered in favor of the employee, then the employee shall be reinstated to the higher grade Town Service position held by the employee prior to the demotion, and the employee shall be entitled to the pay and other benefits which would have been accrued by the employee but for the demotion. Resolution of the final decision on appeal against the employee shall constitute confirmation of the demotion.

- e. **Suspension.** A Town employee's department or division head, or appointing authority may suspend an employee for a period not to exceed five (5) days without prior approval of the Town Manager provided that the Town Manager is notified of such suspension within 48 hours of such declaration. The Town Manager may suspend an employee for any length of time. A suspension will be effective upon the declaration thereof, provided that written notice of such action, specifying the grounds therefore, the length and terms thereof, and the employee's appeal rights therefrom, is given to the employee within 24 hours of the declaration thereof. The Town Manager is required to maintain a record of the suspension, including the Town's written notice thereof, in the subject employee's personnel file.

An employee who is suspended is entitled to appeal such action in accordance with the provisions of Chapter 12 of these Personnel Rules. If the employee appeals a suspension in a timely fashion in accordance with Chapter 12, and the decision is rendered in favor of the employee, then the employee shall be reinstated to the Town Service position held by the employee prior to the suspension, and the employee shall be entitled to all regular pay and leave benefits which would have been accrued by the employee but for the suspension. Resolution of the final decision on appeal against the employee shall constitute confirmation of the suspension.

- f. **Dismissal.** The final and most severe form of discipline is dismissal of an employee from Town Service, which may be imposed by the Town Manager, upon written recommendation of the employee's supervisor, or upon the independent determination of the Town Manager, if the Town Manager determines that circumstances warrant such action. A dismissal will be effective upon the declaration thereof, provided that written notice of such action, specifying the grounds therefore and the employee's appeal rights there from, is given to the employee within 24 hours of the declaration thereof. The Town Manager is required to maintain a record of the dismissal, including the Town's written notice thereof, in the subject employee's personnel file.

An employee who is dismissed is entitled to appeal such action in accordance with the provisions of Chapter 12 of these Personnel Rules. If the employee appeals the dismissal in a timely fashion in accordance with Chapter 12, and the decision is rendered in favor of the employee, then the employee shall be reinstated to the Town Service position held by the employee prior to the dismissal, and the employee shall be entitled to all regular pay and leave benefits which would have been accrued by the employee but for the dismissal. Resolution of the final decision on appeal against the employee shall constitute confirmation of the dismissal.

- 10-4 **Department and Division Heads.** Disciplinary action may be taken by the Town Manager in the manner specified in this Chapter against department and division heads who are directly responsible to the Town Manager. Unless otherwise set forth in the Town Charter, department heads directly responsible to the Town Manager may appeal any disciplinary decision of the Town Manager to the American Arbitration Association. Arbitration fees shall be borne equally by both parties.

- 10-5 **Town Manager.** Disciplinary action may be taken against the Town Manager by the Town Council in accordance with the applicable provisions of the Town Charter.

CHAPTER 11

SEPARATION

CHAPTER 11: SEPARATIONS

11-1 Types of Separation.

- a. **Employee-initiated Separation.** If an employee decides to resign their employment, he or she is expected to give at least two weeks notice. The Town may determine that it is in the Town's best interest to immediately terminate the employee's employment upon receipt of his/her notice. In such cases, the Town may pay the employee for the two weeks notice period.
- b. **Town-initiated Separation.** The Town may initiate the termination of an employee's Town Service as designated below:
 1. **Layoff:** The Town may layoff an employee due to lack of work, lack of funds, departmental or divisional reorganizations, abolition of a Town position, or employee reclassifications. Before resorting to layoff, the Town Manager and employee will consider alternatives to layoff, such as transfer, demotion, shortened work weeks, pay cuts, and raise freezes. When layoff of a Town employee is necessary, the department or division head shall recommend to the Town Manager which employee or employees are to be laid off, taking into consideration the employees' qualifications, lengths of service, and performance.
 2. **End of Assignment:** Where the Town has employed an employee on a temporary basis or for a specified term, the Town may terminate such employee's Town Service upon the completion of the project or assignment for which the employee was employed or upon the conclusion of the employee's specified term of employment.
 3. **Dismissal:** The Town may dismiss an employee in accordance with the provisions of Chapter 10 of these Personnel Rules. The Town maintains its right to discharge an at will employee without cause.
- c. **Inability to Perform Essential Job Function.** An employee may be separated from Town Service when he or she cannot perform the essential functions of his or her position, even with a reasonable accommodation, because of a physical or mental impairment.
- d. **Death.** An employee's separation from Town Service shall be effective as of the date of death of the employee.
- e. **Retirement.** An employee may voluntarily retire upon reaching the age of retirement in accordance with their Town's Retirement Plan.

11-2 Procedures. The following types of separation from Town Service must be accomplished in accordance with the following procedures:

- a. **Employee-Initiated Separation.** An employee who voluntarily leaves Town Service shall be required to furnish written notice to his or her supervisor of such intended separation, together with a statement of the reasons for such resignation at least two calendar weeks prior to his or her intended date of termination. In the event of extenuating circumstances, the Town Manager or the department or division head, with the approval of the Town Manager, may waive or shorten the notice requirement.

So long as an employee-initiated separation is undertaken in accordance with the procedure set forth in this section, and the employee is not the subject of a pending disciplinary action or proceeding, the employee shall be deemed to have separated from Town Service in good standing.

- b. **Town-Initiated Separation.** A Town-initiated separation, other than a separation for End of Assignment described in Section 11-1b.2 of these Personnel rules for which no notice of termination is required, shall be effective immediately upon the Town's declaration thereof provided that, within twenty-four (24) hours following the declaration thereof, the Town shall furnish the employee with formal written notice of separation, together with a statement which summarizes the reasons for such separation and the appeal rights available to the employee under Chapter 12 hereof.

An employee who is terminated by a Town-initiated separation, other than a separation by dismissal as described in Chapter 10 thereof, shall be deemed to have separated from Town Service in good standing.

- c. **Appeals.** All Town initiated separations other than a separation for End of Assignment described Section 11-1b.2 of these Personnel Rules are appealable by the employee pursuant to the grievance and appeal procedure set forth in Chapter 12.

If the employee appeals such separation in a timely fashion in accordance with Chapter 12, and the decision on appeal is rendered in favor of the employee, then the employee shall be reinstated to Town Service and shall be entitled to all regular pay and leave benefits which would have been accrued by the employee but for the separation. Resolution of the final decision on appeal against the employee shall constitute confirmation of the Town-initiated separation.

- 11-3 **Separations Governed by Statute or Town Charter.** Notwithstanding the foregoing, in the event that the termination of a Town employee is governed by the provisions of the Town Charter, state or federal law, such provisions of the Town Charter or law shall govern the termination of such employee and the provisions of this Chapter shall be applicable to the termination only to the extent consistent therewith.

CHAPTER 12

GRIEVANCES AND APPEALS

CHAPTER 12: GRIEVANCES AND APPEALS

12-1 **General Policy.** Except as may otherwise be provided, all persons employed by the Town of Avon may present grievances or appeals regarding any aspect of their employment in the manner outlined by this chapter.

- a. **Records.** Copies of all grievances and appeals filed and all decisions rendered, regardless of the step at which they were resolved, shall be submitted to the Town Manager. Records of all grievances and appeals and their dispositions shall be maintained by the Town Manager or the Town Manager's designee.
- b. **Scheduling of Hearings.** All meetings and hearings held for the purpose of the disposition of a grievance or appeal shall be held during normal working hours, unless the aggrieved employee requests scheduling outside of such hours. Town employees who participate in meetings and hearings shall be granted leave with pay for time spent at such meetings and hearings held during such employee's regularly scheduled working hours. Classified/Non-Exempt Town employees who participate in meetings and hearings at the request of the Town shall be granted leave with pay for time spent at such meetings and hearings, whether held during such employee's regularly scheduled working hours or otherwise. No compensation shall be paid for time spent by Unclassified/Exempt employees at meetings and hearings scheduled outside of such employee's regular scheduled working hours.
- c. **Time Extensions.** Time period requirements set forth in this chapter may be extended by the mutual agreement of the employee and his or her supervisor, department or division head, or the Town Manager, as appropriate.
- d. **Protection of Employees.** The Town shall not discharge, discipline or otherwise penalize any employee because the employee registers a grievance, appeals an employment decision, or participates in any way in the grievance and appeal procedure provided herein.

12-2 **Grievance Procedure.**

- a. **Grievance Procedure for Aggrieved Employee Whose Immediate Supervisor is the Town Manager.**
 1. **Step 1:** An aggrieved employee shall present his or her complaint in writing to the Town Manager. The Town Manager shall meet and discuss the grievance with the employee and other concerned parties, and shall submit his or her decision regarding resolution of the grievance, in writing, to the employee within four (4) working days of receipt of the employee's written complaint.
 2. **Step 2:** If a solution satisfactory to the aggrieved employee is not reached in Step 1, then the employee and the Town Manager, on behalf of the Town, shall present the aggrieved employee's complaint to the American Arbitration Association, a representative of which shall meet and discuss the grievance with the employee, other concerned parties, the employee's representative, if any, and anyone else whose presence the arbitrator determines will be helpful to the resolution of the grievance. Arbitration fees shall be borne equally by the Town and the aggrieved employee.

b. **Grievance Procedure for Aggrieved Employee Whose Immediate Supervisor is a Department or Division Head.**

1. **Step 1:** An aggrieved employee shall present his or her complaint in writing to the relevant department or division head. The department or division head shall meet and discuss the grievance with the employee and other concerned parties, and shall submit his or her decision regarding resolution of the grievance, in writing, to the employee within four (4) working days of receipt of the employee's written complaint.
2. **Step 2:** If a solution satisfactory to the aggrieved employee is not reached in Step 1, then the employee shall present his or her complaint in writing to the Town Manager. The Town Manager shall meet and discuss the grievance with the employee and other concerned parties, and shall submit his or her decision regarding resolution of the grievance, in writing, to the employee within four (4) working days of receipt of the employee's written complaint.
3. **Step 3:** If a solution satisfactory to the aggrieved employee is not reached in Step 2, then the employee and the Town Manager, on behalf of the Town, shall present the aggrieved employee's complaint to the American Arbitration Association, a representative of which shall meet and discuss the grievance with the employee, other concerned parties, the employee's representative, if any, and anyone else whose presence the arbitrator determines will be helpful to the resolution of the grievance. Arbitration fees shall be borne equally by the Town and the aggrieved employee.

c. **Grievance Procedure for an Aggrieved Employee Whose Immediate Supervisor is Below a Department or Division Head.**

1. **Step 1:** An aggrieved employee shall present his or her complaint in writing to his or her immediate supervisor. The supervisor shall meet and discuss the grievance with the employee and other concerned parties. The supervisor shall submit his or her decision regarding resolution of the grievance, in writing, to the employee within four (4) working days of receipt of the employee's written complaint.
2. **Step 2:** If a solution satisfactory to the aggrieved employee is not reached in Step 1, then the employee shall present his or her complaint in writing to the department or division head. The department or division head shall meet and discuss the grievance with the employee and other concerned parties, and shall submit his or her decision regarding resolution of the grievance, in writing, to the employee within four (4) working days of receipt of the employee's written complaint.
3. **Step 3:** If the grievance is not settled to the satisfaction of the employee under Step 2, then the employee shall submit his or her complaint in writing to the Town Manager. The Town Manager shall meet and discuss the grievance with the employee, other concerned parties, the employee's representative, if any, and anyone else whose presence the Town Manager determines will be helpful to the resolution of the grievance. The Town Manager shall submit his or her decision regarding resolution of the grievance, in writing, to the employee within ten (10) working days of receipt of the written complaint.

12-3 **Appeal Procedure.** An employee may appeal from disciplinary action or Town-initiated separation provided that a written notice of appeal is submitted to the Town Manager within ten (10) working days of receipt of the written notice of the Town's action. The Town Manager shall hold an informal appeal hearing within four (4) working days after receipt of such notice of appeal. Present at the hearing shall be the employee, his or her representative, if any, the department or division head, and the parties whose presence the Town Manager believes will be helpful to the resolution of the appeal. The hearing may be private or public, at the employee's discretion. The Town Manager shall render a decision within ten (10) working days of the conclusion of the appeal hearing.

Notwithstanding the foregoing, department heads who are directly responsible to the Town Manager may appeal from disciplinary action or Town-initiated separation provided that a written notice of appeal is submitted to the Town Manager within two (2) working days of receipt of the written notice of the Town's action. Within forty-eight (48) hours of receipt thereof, the Town Manager shall present such written notice of appeal, either to the American Arbitration Association, requesting that an appeal hearing be held by the arbitrator as promptly as practicable. Arbitration fees shall be borne equally by the Town and the employee requesting the appeal.

Appendix A

Tuition Reimbursement

Pursuant to the terms of this Tuition Reimbursement Plan (the “Plan”), the Town of Avon (the “Town”) will provide tuition reimbursement to employees of the Town.

The purpose of this Plan is to furnish educational assistance to employees of the Town. It is the intention of the Town that the Plan qualify as a plan providing qualified educational assistance under Internal Revenue Code Section 127, and that the educational assistance provided under the Plan be excludable from employees’ income.

Employees must acquire the approval of the Town Manager prior to registration to be eligible for reimbursement. Leave with or without pay for training sessions may be authorized by the Town Manager upon the recommendation of the employees’ department or division head.

The Town will reimburse any regular Full-Time employee for tuition costs and/or fees on the following basis.

- 100% of tuition costs and/or fees associated with training and development initiated by the Town, including training required by the Town or the State of Connecticut. Leave with pay shall be granted to Classified/Non-Exempt employees that attend Town initiated training and development sessions.
- Up to two-thirds ($\frac{2}{3}$) of the cost of tuition and/or fees related to any training not initiated by the Town, which is judged by the Town Manager, in his or her sole discretion, to be of direct value to the employee in performing his or her present or potential job duties, and as budgetary limitations permit.
- Up to one-third ($\frac{1}{3}$) of the cost of tuition and/or fees related to any training not initiated by the Town, which is judged by the Town Manager, in his or her sole discretion, to be of indirect value to the employee in performing his or her present or potential job duties, and as budgetary limitations permit.

Leave with or without pay maybe granted to an employee for employee initiated training and development sessions held during the employee’s regular working hours.

In judging whether a particular course which is taken in pursuit of a formal scholastic degree is of direct or indirect value to an employee in the performance of his other duties, the Town Manger shall evaluate the value of the degree and not the individual course.

Reimbursement shall not be made under this Plan for tools or supplies which may be retained by the employee after completion of a course of instruction, or for meals, lodging or transportation or for any education or course involving sports, games or hobbies.

Reimbursement shall only be made for training successfully completed. Training is successfully completed if:

- In the case of a graded class, a grade of “C” or better is achieved;
- In the case of a course graded on a pass/fail basis, a “pass” is achieved;
- In the case of a course that does not result in a grade or a pass/fail designation, but may result in a certificate being awarded, such certificate is awarded;

- In the case of a course that does not result in a grade, a pass/fail designation or the award of a certificate, actual completion of the course.

Employees will not be eligible for reimbursement for tuition and/or fees paid by any other person or organization.

Reimbursement shall be made upon the employee completing the course, provided the employee is still employed by the Town at that time. If the employee voluntarily or involuntarily leaves employment with the Town for reasons unsatisfactory to the Town Manager, within one year of reimbursement, the Town Manager may require the employee to repay the reimbursement.

The maximum amount for which an employee may be reimbursed under this Plan is \$5,250 per calendar year. The calendar year shall be the program year for purposes of Internal Revenue Code Section 127.

This Plan shall be effective for course completed on or after January 1, 2006.

This Plan is for the exclusive benefit of regular Full-Time employees of the Town.

Though the Town intends to continue to offer tuition reimbursement, it reserves the right to amend or terminate the Plan at any time.